

Certificate of Notice Page 1 of 3
 United States Bankruptcy Court
 Eastern District of Pennsylvania

In re:
 Nancy Jenzano
 Debtor

Case No. 16-17372-mdc
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: DonnaR
 Form ID: pdf900

Page 1 of 1
 Total Noticed: 1

Date Rcvd: Dec 05, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 07, 2017.

db +Nancy Jenzano, 901 Stargazers Road, Coatesville, PA 19320-4839

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 07, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 5, 2017 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor M&T BANK bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

JOHN L. MCCLAIN on behalf of Debtor Nancy Jenzano aaamcclain@aol.com, edpabankcourt@aol.com
 JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com, bkgroup@kmllawgroup.com

MATTEO SAMUEL WEINER on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com
 United States Trustee USTPRegion03.PH. ECF@usdoj.gov
 WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Nancy Jenzano a/k/a Nancy Ann Jenzano	<u>Debtor</u>	CHAPTER 13
M&T Bank	<u>Movant</u>	NO. 16-17372 MDC
vs.		
Nancy Jenzano a/k/a Nancy Ann Jenzano	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$33,352.52**, which breaks down as follows:

Post-Petition Payments: November 2016 to September 2017 in the amount of \$2,938.32/mo.
Fees & Costs Relating to Motion: \$1,031.00
Total Post-Petition Arrears \$33,352.52

2. The Debtor shall cure the aforesaid arrearage in the following manner:

a). The Debtor has listed the property (*901 Stargazers Road, Newlin Township, Pennsylvania, Chester, 19320*) for sale. The sale and closing shall occur on or before October 31, 2017, and the mortgage loan shall be paid off at or before the closing.

b). A payoff figure for the loan must be requested no later than October 17, 2017.

c). If the sale does not occur or the mortgage is not satisfied by October 31, 2017, the Movant will provide a ten (10) day Notice of Default, notifying Debtor and Debtor's attorney of the default under this stipulation due to the sale not having occurred or the loan not having been paid off. If Debtor should fail to furnish proof within ten (10) days of the mailing of said notice that either of the aforesaid have occurred, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay to proceed with its rights under the mortgage, and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which the parties hereby agree to waive with respect to said order.

3. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

4. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

5. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the loan, mortgage and applicable law.

6. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 7, 2017

By: /s/ Thomas I. Puleo, Esquire
Thomas I. Puleo, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734
Attorney for Movant

Date: 10/17/17

Date: 10/27/17

John L. McClain, Esquire
Attorney for Debtor

William C. Miller
Chapter 13 Trustee

Approved by the Court this 5th day of December, 2017. However, the court retains discretion regarding entry of any further order.

Magdalene D. Coleman

Bankruptcy Judge
Magdalene D. Coleman

*without prejudice to any
trustee rights or remedies